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*Expanding
So. Pool*

United States Department of the Interior
BUREAU OF LAND MANAGEMENT

Utah State Office
P.O. Box 45155
Salt Lake City, UT 84145-0155
<http://www.blm.gov/ut/st/en.html>



IN REPLY REFER TO:
3809
UTU-79570
(UT-923)

MAY 13 2008

Jerome L. Bown
93 West 300 South
Manti, Utah 84642

Dear Mr. Bown:

Enclosed are two copies of an escrow agreement for your Plan of Operations UTU-79570 for the mining of sandstone. In accordance with 43 CFR 3809.101, an escrow account is necessary in order for BLM to allow interim authorization of your proposed mining activity since it may involve the mining of a common variety mineral. Both agreements must be signed by the individual having authority for your company with a copy of the Power of Attorney giving them that authority or each individual owner of the mining claims: Danny L. Bown, Matthew C. Bown, and yourself. One signed agreement is for your records and the second agreement must be returned to the Price Field Office for their records.

Once the agreements are signed, one copy is returned to the Price Field Office and the escrow account is established with a responsible, neutral escrow holder, your proposed operation is approved and may proceed, with one exception, in accordance with the stipulations attached to the Finding of No Significant Impact and Decision record dated June 18, 2007 (copy enclosed for your convenience - sent with previous correspondence). That one exception is under Stipulations, D. Quarry Proof of Production, production reports will be submitted on a monthly basis and not quarterly. Also, for your information your cash bond was accepted by BLM on April 29, 2008. If you have any questions, regarding this matter please contact Terry Snyder at (801) 539-4026 or Chris Conrad at (435) 636-3667.

Sincerely,

/s/ Jeff Rawson

for Selma Sierra
State Director

RECEIVED

MAY 15 2008

DIV. OF OIL, GAS & MINING

Enclosures:
Escrow Agreement
Production Report
Finding of No Significant Impact and Decision Record
Stipulations

cc: Paul Baker, DOGM, 1594 West North Temple, Suite 1210, SLC, UT 84114
Price Field Office (UTU-070)
Utah State Office (UTU-923)

Brown Cover Letter TS-SA 5-12-08A

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United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office
440 West 200 South
Salt Lake City, Utah 84101
<http://www.blm.gov/utah/price/>



In Reply Refer to
3809
(UT-923, UT-070)
UTU-79570

AGREEMENT TO ESTABLISH ESCROW BETWEEN BOWN STONE PRODUCTS, INC., AND THE BUREAU OF LAND MANAGEMENT

Bown Stone Products, Inc., Danny L. Bown, Jerome L. Bown, and Matthew C. Bown (collectively "Claimant"), and the Bureau of Land Management (BLM) hereby enter into the following Agreement:

RECITALS:

- A. The following described lands (Subject Lands), public lands of the United States administered by BLM, are subject to mining claims held by Claimant pursuant to the mining laws. The name of the mining claims subject to this Agreement are Desert Sienna and Desert Sienna #3. The associated UMC numbers are 380317 and 398550. The legal description of the mining claims are given below:

Placer mining claim UMC 380317 is located in Lot 4, Sec. 5 and Lot 1, Sec. 6, Township 21 South, Range 8 East and placer mining claim UMC 398550 encompasses Lot 5 (NW¼), Sec. 5 and Lot 8, Sec. 6, Township 21 South, Range 8 East.

- B. Claimant has maintained the Desert Sienna (UMC 380317) and Desert Sienna #3 (UMC 398550) mining claims with the BLM with the intention to produce minerals, specifically sandstone, from the natural deposit found thereon.
- C. Claimant believes that the minerals it intends to produce are of an "uncommon variety" and are locatable under the current mining laws. Claimant has submitted to BLM a plan of operations that will allow Claimant to mine the minerals as provided in the plan.
- D. BLM believes that the minerals Claimant intends to produce are "common variety" and are not subject to location under the current mining laws. BLM believes that Claimant would be in trespass by removing non-locatable minerals from the Subject Lands. BLM plans to undertake a mineral examination that will determine whether or not the minerals are common variety, which will be documented in a mineral report. If the mineral report concludes that the minerals are common variety, BLM will contest the claims on that basis, unless Claimant duly acknowledges that the minerals are common variety.
- E. Claimant and BLM have agreed to enter into this Agreement to protect their respective interests while allowing Claimant to conduct operations on the claims pending the outcome of the mineral

examination and any administrative proceedings that would determine whether the subject minerals are locatable or non-locatable.

NOW, THEREFORE, Claimant and BLM (collectively "Parties"), by and through their respective authorized representatives, hereby agree as follows:

1. Claimant shall, within 30 days of signing this Agreement, establish an escrow account with a responsible, neutral escrow holder, and provide the BLM Price Field Office, in writing, the name, address, and phone number of the escrow holder; the escrow account number; and a copy of the escrow agreement between Claimant and the escrow holder. The escrow account shall be consistent with this Agreement.
2. Once the escrow account has been established, Claimant shall prepare and deliver to the BLM Price Field Office, on a monthly basis, a report as to the quantity of sandstone excavated and removed from the Subject Lands during the preceding month. The report shall be in a format prescribed by BLM (copy attached), and shall be submitted no later than the 15th day following the end of the month for which Claimant is reporting. Claimant shall maintain and preserve records, maps, and surveys related to production, verification, and valuation as directed by BLM. Photocopies of scale receipts need to be attached to each month's summaries submitted to the BLM Price Field Office.
3. Claimant shall pay into the escrow account a sum of money equal to \$12.00 per ton (subject to paragraph 4 below) multiplied by the number of tons of sandstone the Claimant removed from the Subject Lands pre calendar month. Claimant shall make the payment by the 15th day following the end of the month for which Claimant reports production as required in paragraph 2 above. Claimant may make an advance payment for one year, based on Claimant's projection of the current year's production, so long as Claimant resumes paying on a monthly basis if Claimant's advance payment does not cover Claimant's actual production for the current year. Claimant shall resume monthly payments no later than the 15th day following the end of the month in which production exceeds the projected production on which payments were based. If Claimant makes an advance payment, a monthly production report shall still be submitted to the Price Field Office, as required in paragraph 2 above.
4. The appraised value of \$12.00 per ton may be reappraised by BLM two years from the effective date of this Agreement, and reappraised thereafter at two year intervals. So long as this Agreement is in effect, Claimant agrees not to dispute or to challenge in anyway such reappraisal.
5. The escrow holder shall be instructed to deposit the escrowed moneys in an appropriate interest-bearing accounts insured by the Federal Deposit Insurance Corporation. The account shall earn interest at prevailing market rates. Interest shall accrue pending completion of the common variety determination and any administrative adjudication as provided below. BLM must be identified as a beneficiary on the escrow account. In no event shall the escrow holder release any monies without the express written consent of BLM.
6. When BLM has made the common variety determination, and any administrative adjudication as provided in paragraph 7 below becomes final, BLM shall notify Claimant in writing and provide its consent for the escrowed monies to be released. Within five business days after receiving such notification, Claimant shall direct the escrow holder to disburse immediately the escrowed monies, together with accrued interest thereon, to BLM if the minerals are common variety or to Claimant if the minerals are uncommon variety.
7. If Claimant does not agree with BLM's common variety determination, Claimant retains any rights it may have to dispute BLM's determination under the rules of the Department of the Interior (Department) governing administrative adjudications. See, e.g., 43 C.F.R. Part 4. If

Claimant pursues an administrative adjudication, such adjudication shall become final when Claimant has exhausted all means under the Department's rules to seek further administrative review. Any action that Claimant may bring in a court of law shall have no effect on the Parties' rights and responsibilities under this Agreement.

8. Nothing in this Agreement shall be construed as a limitation on BLM's authority or responsibility to consider, to approve or to disapprove, or to enforce Claimant's plan of operations, or to take any other action consistent with the mining laws or other applicable law.
9. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding, representation, or agreement of the Parties regarding the subject matter hereof, and may not be amended except by an instrument in writing signed by the Parties. There are no warranties or representations by either party other than those expressly contained herein. Any ambiguities shall not be construed in favor or against either party.
10. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective officers, directors, employees, representatives, successors, and assigns.
11. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she signs.
12. The Parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.
13. This Agreement shall be effective upon the last day affixed by the signatories as shown below.
14. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be delivered or sent by first class mail to:

For Bown Stone Products, Inc.: Jerome Bown, Bown Stone Products, Inc., 93 West 300 South, Manti, Utah 84642

For BLM: Price Field Office, 125 South 600 West, Price, Utah 84501

IN WITNESS WHEREOF, BLM and Claimant have executed this Agreement through their duly authorized representatives on the respective dates written hereunder.

Bown Stone Products, Inc.

Authorized Signature

Title

Date

State of Utah
County of Emery

This instrument was acknowledged before me on _____ by

_____ As _____

of Bown Stone Products, Inc.

Notary Public

My appointment expires: _____

United States Department of the Interior
Bureau of Land Management



Authorized Signature

Associate State Director

Title

MAY 13 2008

Date

State of Utah)
County of Salt Lake)

This instrument was acknowledged before me on May 13, 2008 by

Jeff Rawson

As

Associate State Director

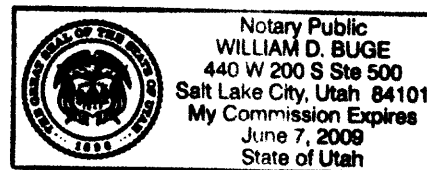
of the Department of the Interior, Bureau of Land Management.



Notary Public

My appointment expires: June 7, 2009

cc: Case File UTU-79570 (UT-070)
Lands and Minerals (UT-923)





United States Department of the Interior
BUREAU OF LAND MANAGEMENT
PRICE FIELD OFFICE

125 South 600 West
Price, Utah 84501



**PRODUCTION REPORT
ESCROW AGREEMENT
UTU-79570**

Production Reports are due by the 15th of the month following the month for which the report is filed.

This report is filed for:

Bown Stone Products, Inc.
93 West 300 South
Manti, Utah 84642

Site Location: Township 21 S., Range 8 E., Section 5, Lots 4 and 5; Section 6, lots 1 and 8;
SLM, Emery County, Utah

Mining claims: UMC 380317 (Desert Sienna) and UMC 398550 (Desert Sienna #3)

Produced Tonnage: _____ (tons removed for sale)

Waste Rock Tonnage: _____ (tons stockpiled as waste not included
in payment)

Deposit Amount paid into escrow: \$ _____. ____

Reporting period: _____ through _____

Signed: _____ **Date:** _____

Remarks:

**FINDING OF NO SIGNIFICANT IMPACT
AND
DECISION RECORD**

**Bown Stone Products, Inc.
Desert Sienna Flagstone Quarry Proposal**

EA-UT-070-06-020
UTU-79570

Finding of No Significant Impact: Based on the analysis of potential environmental impacts contained in the attached environmental assessment (EA), and considering the significance criteria in 40 CFR 1508.27, I have determined that the action will not have a significant effect on the human environment. An environmental impact statement is therefore not required.

Decision: Approval of a mining plan of operations submitted to work claims staked under the General Mining Law of 1872 is not a discretionary action. BLM has the obligation to analyze the environmental impacts to ensure that the operation does not cause undue and unnecessary degradation to the environment. BLM has the option to either approve or deny a complete plan of operations, but does not have the option to move mining claims.

It is my decision to approve Bown Stone Products, Inc. mining plan of operations to develop the Desert Sienna Flagstone quarry and improve and maintain the existing access route to the quarry as described in Alternative C- Proposed Action with Mitigation Measures of EA-UT-060-020. Bown Stone Products, Inc. submitted a mining plan of operations to quarry flagstone on their Desert Sienna mining claims. The estimated disturbance is 60 acres over a 15 year period. However, a maximum of five acres will be disturbed at any one time including access road, the loading/processing pad and the area being quarried. No other alternatives were considered in this analysis. Approval of a mining plan of operations submitted to work claims staked under the General Mining Law of 1872 is not a discretionary action. BLM has the obligation to analyze the environmental impacts to ensure that the operation does not cause undue and unnecessary degradation to the environment. BLM has the option to either approve or deny a complete plan of operations. I have determined that approving the mining plan of operations as amended by the EA would prevent unnecessary and undue degradation of the environment.

This decision is contingent on Bown Stone Products meeting all stipulations and monitoring requirements listed below and incorporates compliance measures outlined in 43 CFR 3809.

Stipulations:

A. Before Operations Begin:

1. BLM made a preliminary determination that the flagstone within the Desert Sienna claims is common variety sandstone and thus salable through 43 CFR 3600 (Mineral Materials Act). BLM will be conducting a mineral validity exam to determine whether or not the flagstone is of uncommon variety. Before operations begin, Bown Stone Products, Inc. is required to submit a financial guarantee that covers 100% of the reclamation on their claims and establish an escrow account in a form acceptable to the BLM. Bown Stone Products will be required to make regular payments to the escrow account for the appraised value of possible common variety minerals removed under a payment schedule approved by BLM. The funds in the escrow account may not be disbursed to the Bown Stone Products or the U.S. Treasury until a final determination of whether the mineral is a common variety and therefore salable under 43 CFR part 3600.
2. Trucks and the front-end loaders will be pressure washed before being used on-site to minimize the introduction of invasive, non-native plant species.

B. Quarry Access

1. Road improvements along 1,760 feet of existing spur road between the Dutch Flat (EM706) Road and the mine site shall include ditches, crowning of the road surface and/or water bars to keep water off the road surface as appropriate. Improvements would also include widening the existing road to accommodate a tractor-trailer that would transport rock away from the site. The road will be graded to remove existing ruts. Adequate road base and surface course materials shall be placed to reduce erosion and ruts caused by truck traffic. Also mine roads within the 60-acre claim would be constructed to transport quarried material to the processing pad, and off the claim to the claim access road.
2. The spur road and associated road drainage shall be regularly maintained to avoid erosion or the creation of a muddy, braided road. The road shall not be flat-bladed.
3. During the operation of the quarry, signs warning travelers on Dutch Flat Road (EM 706) of heavy truck traffic should be placed along the pit access route.

C. Quarry Operations

1. Boundaries of the site will be clearly marked and maintained for the duration of the mining operation. If PVC pipe is used to mark the boundary of the permit area, the pipe shall be capped.

2. Any vegetation removal necessitated by quarrying the stone shall be confined to the limits of quarry operation. Removed vegetation shall be stockpiled for use in reclamation at the direction of the BLM.
3. All soil removed prior to any surface disturbing activity shall be stockpiled along one edge of the operation until reclamation procedures are initiated.
4. No crushing of material is proposed at the site.
5. All soil removed prior to any surface disturbing activity shall be stockpiled along one edge of the operation until reclamation procedures are initiated and used for reclamation.
6. Stone would be quarried using a track-mounted excavator, by peeling back the rock layers. Quarrying would begin along the cliff edge on the southeast edge of the claims and move northwest away from the cliff line. This would result in an open pit-bench type operation.
7. Once quarried, the stone would then be carried in a front-end loader to a one-acre sized processing pad where the rock would be split, graded, and packaged for shipment. The pad would be a cleared, level area.
8. The quarry would be worked in a consistent flow as opposed to five acre segmented disturbances to allow continuous production. The quarry activity would involve removing 10 to 20 feet of sandstone over an area of one to three acres. A maximum of five acres of disturbance (this includes mine roads, quarry area and processing pad) would be allowed. Once the area has been mined, the mined area would be reclaimed and the quarry activity would continue in an adjacent area. Reclamation would be concurrent with excavation.
9. Waste piles will be used to backfill the excavations. To reduce potential sedimentation, all waste rock will remain on site as stockpiles until used to backfill quarry pits. No waste rock or soil material shall be broadcast down the slopes surrounding the quarry area.
10. No camping in connection with the operation will be allowed.
11. Trash shall be collected and contained and shall not be allowed to accumulate. All trash shall be disposed of in an approved landfill facility.
12. No oil or petroleum products shall be drained onto the ground surface. Any oil, lubricant, toxic material or contaminated soil, shall be removed from the site and disposed of at an approved facility.

13. A 500-gallon fuel gravity powered fuel tank will be placed on the processing pad. The tank shall have a safety reservoir underneath it in case of tank failure.
14. The operator shall comply with all applicable Federal and State fire laws and regulations, and shall take all reasonable measures to prevent, and suppress fires on the area of the mining/quarry operation.
15. Hand tools and maintenance supplies will be stored in a 20-foot long steel storage container located on the pad.
16. Best management practices for storm water pollution prevention management described in the Storm Water Pollution Prevention Plan would be used to protect surface water resources in adjacent drainages. This includes installing drainage control barriers on-site to prevent sediment from leaving the quarry site. Along with using best management practices for storm water pollution prevention and management, all waste rock and material generated from the quarry operation shall not be broadcast out along the slopes that surround the site. All material shall be contained within the quarry disturbance and used as backfill of quarry pits.
17. Avoid all cultural resource sites identified in the cultural resource surveys. In the event additional cultural resources are found during quarrying the rock, work shall cease immediately at the site and the Price Field Office Manager or their representative shall be notified immediately. The operator will then receive guidance on how to proceed.
18. In the event paleontological values in the form of vertebrate fossils (bones) or vertebrate trace fossils (i.e. tracks) are discovered during the course of operations, work shall cease immediately at the site and the Price Field Office Manager or their representative shall be notified immediately.
19. Dutch Flat Road (FM 706) and the proposed quarry are located within the Dutch Flat Pasture of the Salt Wash Grazing Allotment. Because there are other pastures within this grazing allotment where grazing is rotated through the year, livestock may be present during the fall, winter or spring. The travel route is open range. Livestock are attracted to standing water and the shelter pits in quarries provide. Be aware that livestock may be present in the area. During times when the quarry is not in operation all pits shall be fenced.
20. At any given time the amount of disturbed area (includes roads on mining claim, processing pad and active quarry shall not exceed more than 5 acres. If acreage exceeds 5 acres this plan of operations must be amended and approved before operations continue.

21. If the site is inactive for three consecutive years and no use is scheduled, reclamation procedures shall be initiated. Abandoned portions of the quarry shall be reclaimed within one year, or to maintain an area of 5 acres of disturbance or less.

D. Quarry Proof of Production

1. Until a validity determination is made, Bown Stone Products, Inc. shall maintain production records of the operation. All production records including trip tickets, or scale tickets, and documentation supporting production, shall be submitted to the BLM quarterly to substantiate the quantity of flagstone removed from the operation.

E. Quarry Reclamation

1. Because there may not be enough soil for reclamation on the site, the operator may be required by the Field Manager or their representative to import clean soil to use in reclamation.
2. Any pits shall be backfilled and disturbed area restored to approximately original contour. The topsoil shall be spread and the area reseeded during the fall. The following seed mixture shall be used at a rate of 14.5 pounds per acre and certified weed free. If the seed is broadcast, a harrow or other such implement shall be dragged over the seedbed to ensure coverage.

a. Seed Mix:

Plant Common Name	Plant Scientific Name	Pounds per Acre*
Grasses		
Indian ricegrass	<i>Oryzopsis hymenoides</i>	3
alkali sacaton	<i>Sporobolus airoides</i>	2
galleta grass	<i>Hilaria jamesii</i>	2
Shrubs & Forbs		
fourwing saltbush	<i>Atriplex canescens</i>	3
shadscale	<i>Atriplex confertifolia</i>	2
winterfat	<i>Eurotia lanata</i>	1
Mormon tea	<i>Ephedra viridis</i>	1
scarlet globemallow	<i>Sphaeralcea coccinea</i>	1/2
Total		14.5
(*spreading rates are for pure live seed)		

3. Reclamation at the site shall include the placement of mulch as directed by the Authorized Officer. The type of mulch shall meet the following requirements:
 - a. Wood cellulose fiber shall be natural or cooked, shall disperse readily in water, and shall be nontoxic. The homogenous slurry or mixture shall be capable of

application with power spray equipment. A colored dye that is noninjurious to plant growth may be used when specified. Wood cellulose fiber shall be packaged in new, labeled containers. A minimum application of 1,500 pounds per acre shall be applied. A suitable tackifier shall be applied with the mulch at a rate of 60 to 80 pounds per acre.

- b. An alternative method of mulching on small areas shall be the application of straw or hay mulch at a rate of 2,000 pounds per acre. Hay or straw shall be certified weed free. Following the application of straw or hay, crimping shall occur to retain retention.
4. Fencing of any reclaimed area to keep livestock out of the site shall be done at the discretion of the Authorized Officer.
5. Reclamation shall be considered complete when so determined by the Authorized Officer. Reclamation shall include all surface disturbance associated with the operation.
6. Any significant departures from the plan of operations shall require a submission of an amendment to the Price Field Office. The amendment must be approved prior to the on-the-ground change. The authorized officer shall determine what constitutes a significant departure from the plan of operations.

Monitoring and Compliance:

No monitoring needs have been identified for this action. However, this quarry operation is subject to the BLM's surface management regulations as defined in 43 CFR 3809. Under these regulations, BLM must regularly visit the site for compliance inspections. These inspections would evaluate the operation to ensure activities comply with the approved plan of operations. If the operation is not found to comply, a Letter of Noncompliance would be issued to the operator notifying them of what the issue of noncompliance is, how it is to be remedied, and in what time frames the remediation must occur. In most cases the operator would be required to stop operations until the situation is remedied (43 CFR 3809).

Rationale for the Decision:

1. The "Proposed Action with Mitigation" alternative is in conformance with the San Rafael Resource Management Plan and has complied with the Endangered Species Act, National Historic Preservation Act, and other laws and policies that govern the proposed project.
2. Based on the environmental analysis in the EA, compliance with the mitigation and monitoring measures in the EA, compliance with the monitoring and mitigation requirements in this Decision Record/FONSI, compliance with the stipulations in this decision record, and conformance with the content of plan of operations amendment,

I have determined that the proposed action will not result in any unnecessary or undue environmental degradation of public lands, and is consistent with federal, state and local laws, regulations and plans.

3. The proposed action would not impact any threatened or endangered species or significant scientific, cultural, historical or paleontological resources.
4. The plan of operations with Mitigation Alternative was selected because it added extra environmental protection measures to prevent undue and unnecessary degradation that were not included in the plan of operations.
5. Comments from the Hopi Tribe stated that they accepted the project as long as the stipulation language recommended by the cultural resource survey consultant was included in the mitigation of the plan of operations.
6. No public comments were received.

Appeals:

If there is disagreement and are adversely affected by this decision, in accordance with 43 CFR 3809.800, you may request that the Utah BLM State Director review this decision. If you request a State Director review, the request must be received in the Utah BLM State Office, P.O. Box 45155, Salt Lake City, Utah 84145-0155, no later than 30 calendar days after you receive this decision. A copy of the request must also be sent to this office. The request must be in accordance with the provisions provided in 43 CFR 3809.805. If a State Director review is requested, this decision will remain in effect while the State Director review is pending, unless a stay is granted by the State Director. Standards for obtaining a stay are given below. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

If the State Director does not make a decision on your request for review of this decision within 21 days of BLM's receipt of the request, you should consider the request declined and you may appeal this decision to the Interior Board of Land Appeals (IBLA). You may contact the Utah BLM State Office to determine when BLM received the request for State Director review. You have 30 days from the end of the 21 day period in which to file your notice of appeal with the IBLA (see procedures below).

If you wish to bypass a State Director review, this decision may be appealed directly to the IBLA in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office P.O. Box 7004, Price, Utah 84501 within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulations 43 CFR 4.21 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the IBLA, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of

this notice of appeal and petition for a stay must also be submitted to each party named in the decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

1. The relative harm to the parties if the stay is granted or denied,
2. The likelihood of the appellants success on the merits,
3. The likelihood of immediate and irreparable harm if the stay is not granted, and
4. Whether the public interest favors granting the stay.

Rajat Bankat
Authorized Officer (signature)

6/18/07
Date of signature